

Contract ;No. OM-5400

Pursuant to the terms of Contract No. OM-5400 and in consideration of the sum of One hundred eighty nine thousand four hundred seventeen and 00/100 Dollars (\$ 189,417.00) which has been or is to be paid under the said contract to THE PERKIN-ELMER CORPORATION, MAIN AVENUE, NORWALK, CONNECTICUT, (hereinafter called the Contractor) or its assignees, if any, the Contractor, upon payment of the said sum by the UNITED STATES OF AMERICA (hereinafter called the Government), does remise, release, and discharge the Government, its officers, agents, and employees, of and from all liabilities, obligations, claims, and demands whatsoever under or arising from the said contract, except:

1. Specified claims in stated amounts or in estimated amounts where the amounts are not susceptible of exact statement by the Contractor, as follows:

NONE

2. Claims, together with reasonable expenses incidental thereto, based upon the liabilities of the Contractor to third parties arising out of the performance of the said contract, which are not known to the Contractor on the date of the execution of this release and of which the Contractor gives notice in writing to the Contracting Officer within the period specified in the said contract.

3. Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable expenses incidental thereto, incurred by the Contractor under the provisions of the said contract relating to patents.

The Contractor agrees, in connection with patent matters and with claims which are not released as set forth above, that it will comply with all of the provisions of the said contract, including without limitation those provisions relating to notification to the Contracting Officer and relating to the defense or prosecution of litigation.

The Contractor further agrees that payments on account of claims not released as set forth above shall be subject to adjustment in accordance with paragraph (i) of the clause of the contract entitled "Allowable Cost, Incentive Fee, and Payment."

IN WITNESS WHEREOF, this release has been executed this 3rd day of October 19 60.

CERTIFICATE

I, [REDACTED], certify that I am the Secretary of the corporation named as Contractor in the foregoing release; that [REDACTED] who signed said release on behalf of the Contractor was then Treasurer-Comptroller of said corporation; that said release was duly signed for and in behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

The Perkin-Elmer Corporation